

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
May 30, 2003**



REQUEST FOR PROPOSAL #03-5167-8847

**CONVERSION OF WASTE ENERGY TO ELECTRICITY FOR
CHESTERFIELD COUNTY**

DUE: July 16, 2003

**Request For Proposal Prepared By
Martin W. Franciscus, CPPB
Senior Contract Administrator
Purchasing Department
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchasing.asp**

Chesterfield County (hereinafter referred to as the County) seeks proposals and statements of qualifications from interested firms capable of providing comprehensive services for converting waste energy from three (3) County locations into electricity.

The three designated locations are: (1) Proctor's Creek Wastewater Plant, 1200 Coxendale Road, Chester, VA 23831 (2) Falling Creek Wastewater Plant, 2100 Station Road, Richmond, VA 23234, and, (3) Northern Area Transfer Station, 3200 Warbro Road, Midlothian, VA 23234.

1. **GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL**

- 1.1 Submittals, in **Six (6)** copies, marked "**Comprehensive Energy and Water Management and Capital Improvement Services**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **July 16, 2003**, in:

Chesterfield County Purchasing Department
Administration Building, Room 402, Fourth Floor
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051

- 1.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with **RFP #03-5167-8847** and proposal subject, "**Conversion of Waste Energy into Electricity.**"
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 In the event that the County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.
- 1.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 1.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Chesterfield reserves the right to award in part or in whole or to reject any or all proposals. Any requirements listed herein are intended to describe qualifications, certifications and or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting any requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

- 1.8 Any proposal submitted **MUST** include the Signature Sheet, which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 1.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should limit their response to 50 typed pages, font size shall be no smaller than 10.**
- 1.10 For information pertaining to the award of this procurement transaction, offerors may access public notification electronically at:
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp
- 1.11 If you desire not to respond to this proposal, please forward your acknowledgment of **NO PROPOSAL SUBMITTED** to the above address. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.
- 1.12 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or Contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- 1.13 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to request for proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 1.14 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and

team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

- 1.15 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.
- 1.16 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each Contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subContractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of SubContractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

- 1.17 Definitions - For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992)

2.0 **SELECTED TERMS AND CONDITIONS OF THE CONTRACT**

- 2.1 Non-Appropriations: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.2 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the offeror, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 2.3 Termination: It shall be the sole right of the County to terminate any contract upon written notification to the Contractor.
- 2.4 Nondiscrimination Clause: In accordance with Section 2-48 of the *Code of Chesterfield*, and Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

- 1. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of disability, race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subContractor or vendor.

2.5 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subContractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

2.6 Drug Free Workplace: During the performance of this contract, the Contractor agrees to:

- A. Provide a drug-free workplace for the Contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subContractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in

the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 2.7 Environmental Management: Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
- 2.8 Chesterfield County, in accordance with Code of Virginia, does not discriminate against faith-based organizations.

3. **SCOPE OF SERVICES**

- 3.1 The Contractor will provide all services, goods, and comprehensive energy related management and capital improvement services in accordance with all terms, conditions and specifications listed herein to convert and provide waste energy to electricity. At a minimum, the services will consist of:
 - 3.1.1 The Contractor shall perform all engineering, design, build/construct, own, finance and operate a system at each site listed herein capable of converting the available methane at each respective site into electricity.
 - 3.1.2 An interested Contractor must have the demonstrated technical and managerial capability to address a broad range of energy related services and systems, provide a comprehensive set of energy related services, and capture the value of any directly related ancillary benefits. Energy related services include, but are not limited to, a technical energy audit; the design, acquisition, installation, modification and commissioning of new energy systems to convert the waste energy into electricity. Additional services include continuing operations and maintenance for all improvements and/or training of the County's staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification services include appropriate measurement and reporting of the performance and savings achieved from improvements. Ancillary benefits may include, but are not limited to hazardous materials disposal or recycling.

4. **CONTRACT DESCRIPTION / CONTRACTOR QUALIFICATIONS**

- 4.1 Term of Contract: Any resulting contract shall become effective upon endorsement and shall be effective through a term to be determined through this process. No contract shall exceed twelve **(12)** years in duration. The duration of the contract will be mutually determined between the Contractor and the County based on financial factors so that a zero or positive net cash flow is realized by the County. The continuation of the terms, conditions, and provisions of this contract beyond any fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year. Any resulting contract does not constitute a debt, liability or obligation of the County, or a pledge of the faith and credit of the County. Any resulting contract may provide capital contributions for the purchase and installation of energy conservation and facility and technology infrastructure upgrades and modernization measures that cannot be fully funded by the energy and operational savings.

Licenses, Fees, Payment and Performance Bond. The Contractor shall provide a payment and performance bond to the County relating to any installation of energy conservation measures and facility technology infrastructure upgrades and modernization measures in the amount the County finds reasonable and necessary.

Reports. Prior to any design and installation, the County shall obtain from the Contractor a report disclosing all costs associated with the system and providing an estimate of the amount of all cost, revenues and/or savings. After reviewing the report, the County may enter into a contract if it finds (i) the amount the County would spend on the energy conservation measures and facility and technology infrastructure upgrades and modernization measures recommended in the report will not exceed the amount to be recouped or saved within the twelve years from the date of installation, based on life-cycle costing calculations, if the recommendations in the report were followed and (ii) the Contractor provides a written guarantee that the energy and/or operating cost savings will meet or exceed the costs of the system. The contract may provide for payments over a period of time not to exceed twelve years.

Guarantee. Improvements and services must result in guaranteed minimum annual energy revenues. The Contractor shall guarantee that annual energy and operational cost savings will meet or exceed the amortized cost of energy conservation measures. **The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings or both will meet or exceed the contract term per the Code of Virginia Section 11-34.3.** The combined savings achieved by the installed projects and County contribution (if any) must be sufficient to cover all project costs including debt service and Contractor fees, maintenance, monitoring and other services, for the duration of the contract. At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project. Payments must be linked to actual measured or agreed-to post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. The Contractor shall provide to the County a 100% guarantee bond for the installation and faithful performance of the installed systems.

Performance Measurement and Verification. Measurement and verification of project performance should conform with the most current version of the U.S Department of Energy "International Performance Measurement and Verification Protocol", or approved equivalent methodology.

Financial Review. Detailed financial projections of project benefits are dependent upon the scope of technical systems finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering study and negotiation of the project structure. Respondents are encouraged to carefully review the evaluation criteria in the RFP under Financial Approach and to respond as fully as possible.

O&M savings. Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the County.

Technical Energy Audit. The technical audit must include estimates of savings for each measure. Also, the cost estimate for each measure must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt services.

4.2 The Contractor shall, in order to be considered for award:

1. Be independent and possess all licenses and certifications required by existing federal, state and/or local mandates pertaining to the services to be provided.
2. Possess the equipment, staff and experience to successfully service this contract.

3. Meet all insurance requirements as listed herein.

- 4.3 The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, sub-contractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Contractor (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming Chesterfield County and Chesterfield County School Board as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require, and show evidence of, insurance coverages on behalf of any subContractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

At a minimum, the insurance to be included shall include, General and Excess Liability, Workers Compensation.

INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

An original copy of a Certificate of Insurance shall be required and must be furnished by the successful Contractor during execution of the contract. The Certificate of Insurance does not need to accompany the bid.

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board as additionally insured**. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**DESCRIPTION**" where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board is additionally insured or that Chesterfield County and Chesterfield County School Board is additionally insured with respect to General Liability; and/or Umbrella policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."

3. The Certificate Holder should be listed as: Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0051
IFB/RFP No. _____

4. Certificate of Insurance must have an original signature.

5. COUNTY RESPONSIBILITIES

5.1 The County shall:

1. Provide to Contractor all information in possession of the County which relates to the County's requirements for the project or which is relevant to the project.
2. Assist the Contractor in obtaining permission to enter upon public or private property as required for Contractor to perform its services.
3. Examine all studies, tests, results, sketches, drawings, specifications, proposals, and other documents presented by the Contractor.
4. Designate a person to act as the county representative with respect to the services to be performed under any resulting contract. Such person shall have the authority to transmit instructions, receive information, interpret and define County policy and decisions pertaining to the Contractor's services.

6. INFORMATION TO BE PROVIDED IN PROPOSALS

- 6.1 This section provides information about the required response from the Contractor. The first section provides details about submitting the proposal, including what must be sent, the number of copies and the time and date of the deadline. The next two sections: CONTRACTOR PROFILE and CONTRACTOR QUALIFICATIONS AND APPROACH TO PROJECT provide forms that must be filled in and submitted by the Contractor as part of the Contractor response. Proposers shall include as part of their proposal responses to the following information at a minimum:

PROPOSAL SUBMITTAL INFORMATION

General Information:

Refer to "Procurement Process" in the body of the RFP for more detailed information on proposals. Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead the County, may be used as grounds to find the proposing Contractor ineligible. All submissions become the property of County and will not be returned to the Contractor. All costs associated with submission preparation will be borne by the submitting Contractor.

CONTRACTOR PROFILE**1. General Firm Information**

Firm Name: _____

Mailing Address: _____

Physical Address: _____

Names, Titles and Phone Numbers of two principal contact persons:

1) _____

2) _____

Name Title Phone

Submittal is for:

____ Parent Company

____ Subsidiary

____ Division

____ Branch Office

List any Division or Branch Offices that will participate materially in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable)

Name: _____

Address: _____

Former Name(s) of Firm (if applicable)

Name: _____

Address: _____

2. Date Prepared: _____**3. Type of Firm**

____ Corporation

____ Partnership

____ Sole Proprietorship

____ Joint Venture

4. Federal Employer Identification Number: _____**5. Year Firm Established:** _____**6. Minority Business Information**a. **Recognized MWBE.** Is your firm a recognized Minority or Woman-owned Business Enterprise (MWBE)?: ____ Yes ____ Nob. **Category.** If yes, please indicate the appropriate category.

____ American Indian ____ Spanish Surname

____ Asian-American ____ Woman-Owned

____ African-American ____ Other

c. **Certifying Agencies.** If yes, indicate which jurisdictions or certifying agencies recognize your firm's MWBE status.d. **Accommodation.** If "No", please summarize how you will accommodate MWBpreferences.

7. Five-year summary of contract values for energy related services:

199__ : \$ _____ (to date)

199__ : \$ _____

200__ : \$ _____

200__ : \$ _____

200__ : \$ _____

Estimate of total value for all energy-related contracts that are currently in force:
 \$ _____ (total value) as of _____ (date).

8. Corporate Background

a. **Years Under Present Name.** How many years has your firm been in business under its present business name? _____ Years

b. **Former Names.** Indicate all other names by which your organization has been known and the length of time known by each name.

Name: _____ Years: _____

Name: _____ Years: _____

c. **Years in Energy Business.** How many years has your firm been providing energy-efficiency related business? _____ years. How many years your firm has offered performance contracting services? _____ years.

d. **Number of Contracts.** Indicate the number of energy savings performance contracts actually implemented by your firm. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)

e. **State Qualification.** Identify all states in which your firm is legally qualified to do business.

f. **Lawsuit Involvement.** Has your firm been involved in a construction related lawsuit (other than labor or personnel litigation) during the past five (5) years? ____ Yes ____ No. If yes, please explain in detail the nature of the claim, circumstances, amount in dispute, date suit was filed, and the outcome of the case. Note: If your company is currently under suspension or debarment, your proposal may not be accepted or considered.

g. **Construction Arbitration Involvement.** Has your firm been involved in any construction arbitration demands during the past five (5) years? ____ Yes ____ No. If yes, identify the nature of the claim, amount in dispute, parties, and ultimate resolution of the proceeding.

h. **National Labor Relations Board or Similar Involvement.** Has your firm been involved in any lawsuits, administrative proceedings or hearings initiated by the National Labor Relations Board or a similar state or federal agency during the past five (5) years regarding your firm's safety practices? ____ Yes ____ No.

If yes, identify the nature of the claim and the ultimate resolution of the proceeding.

i. **OSHA-Type Proceedings.** Has your firm been involved in any lawsuits, administrative proceedings or hearings initiated by the Occupational Safety and Health Administration or a similar state or federal agency during the past five (5) years regarding the safety of

one of your firm's projects? ____ Yes ____ No. If yes, identify the nature of the claim and the ultimate resolution of the proceeding.

- j. **Bankruptcy Involvement.** Has your firm, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? ____ Yes ____ No. If yes, explain in detail the circumstances, date the protection order was filed and the resolution of the case (or current status, if still ongoing).

9. Financial Information

- a. **Financial Statement.** Attach your firm's most recent financial statement or annual report for each of the last three years.

- b. **Statement of Financial Conditions.** Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months. Provide the name, address, and the telephone number of firm(s) that prepared the Financial Statements:

Name: _____
 Address: _____
 Phone: (____) _____

- c. **Accounting Firm Information.** If these financial documents were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial statements.

10. Authorization

Dated at _____ this day
 of _____, 20____. Name of Organization: _____

By _____
 Title _____

11. **Attachments.** List all attachments created to address additional information. List by number and heading in this CONTRACTOR Profile. If a computer-generated form is used, detailed descriptions can be included in the appropriate section rather than prepared as an attachment.

Item # Heading Name

Attachment for # _____
 Attachment for # _____
 Attachment for # _____
 Attachment for # _____
 Attachment for # _____

12. Notary Statement

Mr./Ms. _____ being duly sworn deposes and says that he/she is the
 _____ of _____
 (Title) (Contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public _____

My Commission Expires _____, 20____

CONTRACTOR QUALIFICATIONS AND APPROACH TO PROJECT

Please provide answers to each category listed below. Provide your responses on 8-1/2" x 11" sheets of paper and number and title each answer to the corresponding category. All pages in your response to this attachment should be numbered sequentially.

1. General Qualifications

- a. Project History.** Briefly describe all energy or related projects which *your* firm has managed within the last three (3) years. (Do not include projects/contracts managed by team members or sub-contractors.) Identify those project references involving buildings similar to the building(s) described in the technical appendices.

Include the following information on each project:

- 1) Project Identification. Name the project County, state the type of project (generic building type such as hospital, school, etc.), provide the location (city, state).
- 2) Project Dates. Project Actual Construction Start and End Dates
- 3) Project Size. Number of facilities.
- 4) Project Dollar Amount. Provide the total contract amount and the total project capital expenditure amount.
- 5) Source of Funds. State the source of funds used for the project and your firm's role, if any, in securing those funds.
- 6) Contract Terms. State the type of Contract (shared-savings, lease purchase, guaranteed savings), the duration of the contract term, and the financing arrangement.
- 7) Technical Design Personnel. Include name(s) of primary technical design personnel.
- 8) Project Schedule. Indicate if the project was completed on schedule. If not, please explain.
- 9) Projected Annual Revenues/Savings. State the projected annual revenues or savings
- 10) Guaranteed Savings. State the amount of the guarantee (see sample form below). Also describe how the guarantee functioned and if your firm was required to pay funds to meet the guarantee.
- 11) Actual Annual Savings. State the actual annual energy savings
- 12) Summarize savings results in a format similar to that shown here:

Project Name: _____

Projected annual energy savings

Guaranteed energy savings

Actual Energy Savings

Year #1 Year #2 Year #3 Year #4 Year #5

kWh kWh

Therms Therms

kW kW

gal gal

13) Comments. Comment on any special features, services, conditions, etc.

14) References. Provide the names, titles, telephone numbers and email addresses of the County(s)' representatives that can supply references. Provide (at least) three reference letters from County's representatives

b. Personnel Information. Provide the following information as it relates to your approach to the proposed project.

1) Full-Time Personnel. Indicate the number of full-time personnel employed by your firm and the percent available to work on this project. (Can be answered as part of item "b" below.)

2) Qualifications and Experience. Identify who will have the primary responsibility for each task and phase of the project including technical analysis, engineering design, construction management, construction, training and post-contract monitoring. For each of the individuals listed, indicate the following: name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities (if relevant to role), list of projects individual was associated with during the last five (5) years including type of project and project cost, resume.

3) Areas of Expertise. List all areas of expertise related to potential energy and water improvements in facilities. Include specialized areas of expertise in areas that might be relevant to the project (swimming pools, laboratories, renewable energy system application or rehabilitation, daylight design, etc.) Also describe the professional and skilled trades that your firm customarily performs with employees.

4) Contract Negotiations Personnel and Legal Counsel. Give the name and address of the person who will have primary responsibility for contract negotiations. Also identify your firm's legal counsel for this project.

5) SubContractors. Describe the nature of work generally conducted by subContractors and discuss your flexibility in hiring subContractors recommended by Customer or in selecting local subContractors in Customer's geographic area.

2. General Approach

a. **Project Summary** (not to exceed 5 pages): Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) that would be offered for this project. Include a brief description of your firm's approach to management and the specific benefits your firm can offer Customer. Propose a preliminary project schedule.

b. **Training Provisions.** Describe your firm's capabilities in providing technical training for Customer's facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.

c. **Engineering Design.** Describe your firm's approach to the technical design of this project.

d. **Monitoring and Verification.** Describe the methodology proposed for ongoing

monitoring and verification of each recommended project's performance, including the frequency of such efforts. Note if an industry standard such as the *International Monitoring and Verification Protocol* is used and describe the preferred method.

- e. **Baseline Calculation Methodology.** Describe in detail the methodology your firm normally uses to compute baseline of energy conversions as well as performance.
- f. **Contractor Fee Calculation.** Describe your methods for calculating your firm's fees as a function of the project's total combined savings. Describe the specific services for which your firm will be paid over the contract term. Describe the method by which your firm will be paid for those services and how often payment will be made.
- g. **Cost Savings Guarantee Calculations.** Describe your firm's procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings will be documented for Customer's benefit.
- h. **Billing and Invoices.** Describe your standard billing procedures and attach a sample invoice.
- i. **Provision of Financing.** Briefly describe the types of financing arrangements provided by your firm for past performance contracting projects. Include a brief description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Indicate what representative interest rates may be available, financing terms and other variable economic factors associated with each method. Please comment on how you would work with Customer to utilize tax-exempt financing or other methods to keep financing costs at a minimum.
- j. **Provision of Insurance.** Describe level and types of all insurance policies applicable to the project.
- k. **Environmental Liability.** State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the course of the project. If the firm is willing to accept any level of environmental liability, state the level and provide a cost analysis.
- l. **Provision of Warranties.** State the nature and term of all warranties that will apply to the project.
- m. **Equipment County ship and Service Responsibility.** Describe the status of equipment County ship and service responsibility at contract expiration.
- n. Provisions for thermal efficiency for PURPA 78 Qualification (efficiency greater than 4.5%).
- o. Provisions for correct sizing of the engine generator set (gen-sets) to match the methane concentration output for the digester system.
- p. Provisions for the proper fuel (methane) treatment for the removal of harmful contaminants that are deleterious to the operations of the waste to energy equipment.
- q. Provisions for parallel connections to the Grid.
- r. Waste heat re-capture and utilization

3. Site Specific Approach

- a. **Technical Site Analysis.** Based on your preliminary assessment of the information provided, describe any equipment and installations that your firm would consider installing as a part of this project. Also describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe your approach to achieve standardization of equipment. Describe any special features or services associated with your proposed improvements that would add value to Customer.
- b. **Operations and Maintenance.** Describe any major maintenance issues at County's facilities that your firm foresees based on the information provided. Briefly describe the maintenance responsibilities of your firm and the County. Describe how your firm would provide appropriate training in operations and maintenance of installed improvements.
- c. **Construction Management.** Describe how your firm would work to coordinate construction and avoid conflicts with the building's operation and use.
- d. **Project Financing.** Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including projected interest rate, financing terms with formulas used to determine periodic payments, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing of this project
- e. **Risk Assessment.** Describe the total risk analysis to be performed and completed by your firm. This analysis should include all aspects of risk associated with the project to include, at a minimum, financial, environmental, procedural, current operations impact, political, etc.

7. SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

7.1 EVALUATION CRITERIA

- 7.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1. Project Management

- a. **Responsiveness to Goals.** Responsiveness to the specific goals identified in the RFP and attachments.
- b. **Comprehensiveness of Services.** Comprehensiveness of management, maintenance, and monitoring services offered.
- c. **Benefits of Services.** Specific benefits to the County of proposed services.
- d. **Project Management Interface.** Ability to interface Contractor's project management with the County's project management.
- e. **Coordination of Construction.** Demonstrated ability to coordinate project construction with the County's project team, local utilities, subcontractors,

equipment suppliers, facility personnel and occupants. CONTRACTOR will give a high priority to the occupant hours of operation and preference of duration of interruption, if any.

- f. **Construction Management.** Ability to effectively manage construction, repairs, regular service and emergencies.
- g. **Training Provisions.** Quality of provisions for training the County's facility staff and occupants.
- h. **Assignment of Responsibility.** Clear assignment of responsibility for various project tasks to specific individuals.
- i. **Implementing Project Schedule.** Ability to complete all phases of the project on schedule, with minimal disruption to the County's mission and facilities.
- j. **Communication Skills.** Quality of communication skills of the Contractor's representatives at the oral interview.

2. Technical Approach

- a. **Understanding of Conditions.** Understanding of the existing building conditions, systems, operations and schedules.
- b. **Technical Qualifications.** Qualifications and relevant experience of the technical design staff.
- c. **Technical Approach.** Comprehensiveness and clarity of the technical approach to this project based on improvements likely to be included. Quality of conceptual design presented in oral interview.
- d. **Responsiveness of Strategies.** Approach to adapting control strategies, equipment, and maintenance practices in response to changes in utility rates, technology, and building conditions in order to enhance project performance.
- e. **Experience of Key Personnel.** Number of past projects completed by the person(s) responsible for this project's technical design that include technical measures proposed for this project .
- f. **Quality of Technical Audit.** Quality of a sample technical audit for a similar type of facility completed by the person(s) responsible for project technical design.
- g. **Baseline Calculation Methodologies.** Reasonableness of the typical baseline energy and water use calculation methodology.
- h. **Approach to Maintenance Contracts.** Approach to maintenance contracts, including required length and relationship to performance guarantee.
- i. **Extent of Customer Involvement.** Willingness to allow County staff to perform installation or maintenance on equipment.
- j. **Past Project Performance.** Documented energy savings of previous projects managed by the CONTRACTOR.

- k. **Reference Checks.** Reliability of equipment performance of Contractor's past performance contracting projects, based on reference checks.

3. Financial Approach

- a. **Financial Soundness.** Financial soundness and stability of the CONTRACTOR. Completeness and strength (financial viability) of most recent annual financial statements.
- b. **Performance Guarantee.** Terms of the guarantee of the project's financial performance.
- c. **Insurance Capability.** Provide documentation that your firm can comply with the minimum insurance requirements for this project.
- d. **Cost Savings Calculations.** Quality and clarity of the intended financial savings calculations.
- e. **Invoice Clarity.** Clarity of the sample project invoice.
- f. **Pricing Approach.** Approach and experience in providing desired pricing methodology. Note: Pricing methodology and cost markups will be evaluated during CONTRACTOR selection (see "Procurement Process" of this RFP).

4. Legal Approach

- a. **Contract Quality.** Quality of sample legal agreement.
- b. **Adjustments to Baseline.** Contractual provisions to accommodate changes in building energy use regarding occupancy, operating schedule, weather, etc., including adjustments to the energy use baseline.
- c. **Technical Approach.** Comprehensiveness and clarity of the technical approach to this project based on improvements likely to be included. Quality of conceptual design presented in oral interview.
- d. **Responsiveness of Strategies.** Approach to adapting control strategies, equipment, and maintenance practices in response to changes in utility rates, technology, and building conditions in order to enhance project performance.
- e. **Experience of Key Personnel.** Number of past projects completed by the person(s) responsible for this project's technical design that include technical measures proposed for this project .
- f. **Quality of Technical Audit.** Quality of a sample technical audit for a similar type of facility completed by the person(s) responsible for project technical design.

- g. **Baseline Calculation Methodologies.** Reasonableness of the typical baseline energy and water use calculation methodology.
- h. **Approach to Maintenance Contracts.** Approach to maintenance contracts, including required length and relationship to performance guarantee.
- i. **Extent of Customer Involvement.** Willingness to allow County staff to perform installation or maintenance on equipment.
- j. **Past Project Performance.** Documented energy savings of previous projects managed by the CONTRACTOR.
- k. **Reference Checks.** Reliability of equipment performance of Contractor's past performance contracting projects, based on reference checks.

7.2 SELECTION PROCEDURE

7.2.1 Procedure Overview:

Submission of Written Proposals. Contractors that wish to participate must submit responses as directed herein. All submissions become the property of the County and will not be returned to the Contractor. All costs associated with submission preparation will be borne by the submitting Contractor. Responses must be prepared as described in the attachment.

Proposal Review and Selection of Finalists. The County will establish a Project Evaluation Team to review and evaluate the written responses to this RFP. The County reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the County to do so.

- 7.2.2 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror(s), which, in its opinion, have made the best proposal and award the contract to the offeror(s). Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

7.3 REFERENCES

- 7.3.1 All offerors shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- 7.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

7.4 BASIS FOR AWARD

- 7.4.1 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the county, shall be utilized in the final award.

7.5 NO CONTACT POLICY

- 7.5.1 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

7.6 FURTHER INFORMATION

- 7.6.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mr. Joe Lenzi, Energy Manager at (804) 748-1996. Any other questions may be directed to Mr. Martin W. Franciscus, CPPB, Senior Contract Administrator, at (804) 748-1703.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #03-5167-8847**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Order From Address:

Remit To Address:

Signature:

—

Name (type/print):

—

Title:

—

Fed ID No.: _____ **Phone**(_____) _____ **Fax**(_____) _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will

receive equal consideration.

Minority Business Enterprise: Yes _____ No _____

Woman-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES, AND
CHESTERFIELD BUSINESSES

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date: _____
(Type or Print)